

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. FRONTLINE FELLOWSHIP, INC. d/b/a,)
Frontline Church, An Oklahoma Not for)
Profit Corporation Church,)

Plaintiff,

V.

Case No.: CIV-15-590-C

1. PHILADELPHIA INDEMNITY INSURANCE)
COMPANY, a foreign for-profit Insurance)
Corporation,)

Defendant.

COMPLAINT

A. Parties

1. Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, is a not for profit church corporation incorporated and organized under the laws of the State of Oklahoma.

2. The principal location for Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, an Oklahoma not for profit church corporation, is Oklahoma City, Oklahoma.

3. Defendant, Philadelphia Indemnity Insurance Company, is a foreign for-profit insurance corporation, incorporated and organized under the laws of the State of Pennsylvania.

4. The principal place of business for Defendant, Philadelphia Indemnity Insurance Company is Bala Cynwyd, Pennsylvania.

5. The Defendant, Philadelphia Indemnity Insurance Company is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

6. This action is not related to any other case filed in this court.

B. Jurisdiction

7. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs

C. Facts

8. At all times material hereto, the Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, was insured under the terms and conditions of a property insurance policy, policy number PHPK775747, issued by the Defendant, Philadelphia Indemnity Insurance Company.

9. At all times material hereto, the Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, complied with the terms and conditions of its insurance policy.

10. On or about May 31, 2013, Plaintiff's church located at 1104 N. Robinson Avenue in Oklahoma City, Oklahoma was damaged as a result of wind and hail.

11. Wind and hail are covered perils not limited or excluded pursuant to the

terms and conditions of Plaintiff's property insurance policy.

D. Count I Breach of Contract

12. Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, hereby asserts, alleges and incorporates paragraphs 1-11 herein.

13. The property insurance policy No. PHPK923189, issued by Defendant, Philadelphia Indemnity Insurance Company, was in effect on May 31, 2013.

14. The acts and omissions of Defendant, Philadelphia Indemnity Insurance Company, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant, Philadelphia Indemnity Insurance Company, breached its contract with Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, by failing to conduct a reasonable investigation of the Plaintiff's claim and by ignoring obvious damage to the church and improperly and unreasonably refusing payment and coverage for Plaintiff's obviously damaged property. Defendant intentionally and unreasonably underscoped the damage to the church and intentionally and unreasonably sought ways to deny payment for covered damages.

E. Count II Bad Faith

15. Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, hereby asserts, alleges and incorporates paragraphs 1-14 herein.

16. The acts and omissions of the Defendant, Philadelphia Indemnity Insurance

Company, in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

17. Defendant, Philadelphia Indemnity Insurance Company, breached its contract with Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, in bad faith by failing to conduct a reasonable investigation of the Plaintiff's claim and by ignoring obvious damage to the church and improperly and unreasonably refusing payment and coverage for Plaintiff's obviously damaged property. Defendant intentionally and unreasonably underscoped the damage to the church and intentionally and unreasonably sought ways to deny payment for covered damages.

18. Defendant's bad faith refusal to pay for the obvious damage to Plaintiff's church was unreasonable, outside of insurance industry standards and was committed in bad faith.

F. Count III Punitive Damages

19. Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, hereby asserts, alleges and incorporates paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, Philadelphia Indemnity Insurance Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff,

Frontline Fellowship, Inc. d/b/a Frontline Church, for which punitive damages are hereby sought.

G. Demand for Jury Trial

21. The Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, hereby requests that the matters set forth herein be determined by a jury of its peers.

H. Prayer

22. Having properly pled, the Plaintiff, Frontline Fellowship, Inc. d/b/a Frontline Church, hereby seeks contractual, bad faith and punitive damages against the Defendant, Philadelphia Indemnity Insurance Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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